

MEMORANDUM OF UNDERSTANDING

San Bruno Teamsters Public Employees Division Local 350 (hereinafter "bargaining unit") and representatives of City of San Bruno (hereinafter "City") have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the representation unit listed in Section 1, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding is a compilation of the previous Memorandum of Understanding with modification as approved pursuant to Resolution 1987-28 and Resolution 1990-11 and 1990-25 and Resolution 1995-44 for the period commencing February 1, 2001, (unless otherwise specified as to particular sections within) and ending January 31, 2005.

Section 1. Recognition

Bargaining unit is recognized as the majority representative as provided in the City's Employer-Employee Relations Resolution No. 1970-20, adopted March 23, 1970, for all employees assigned to the classifications set forth in Appendix "A", which is attached and made a part hereof; provided, however, that the foregoing shall be inapplicable in the event such recognition is revoked pursuant to said resolution, or in the event such recognition is revoked pursuant to Section 27 of this Memorandum of Understanding, or for any employee who has timely exercised the right to represent himself/herself pursuant to statute.

Section 2. Open Shop and Dues Deduction

Section 2.1 Open Shop and Dues Deduction

(a) Any regular full-time or regular part-time employee occupying a position classification which is covered by this Memorandum of Understanding may become a member of the Union. An employee who does not choose to become a member of the Union shall not be entitled to representation by the Teamster's Union.

(b) The Union shall indemnify and hold the City harmless from any cost of liability